

Comments from Silvio Iera, Pittsburgh District, (412)395-7302

1. Chapter 2, page 10 may have a minor error in the top right corner under the NOTE: The note should read "... to reduce the height or width of the A1 border from 594mm (23.39") to 559mm (22.0"). The length can remain the same." This correction will make it agree with Table 6.

**Response:** Concur with the recommended correction. However the first sentence correction will read "... to reduce the width of the ..." in order to maintain a strong correlation to Table 6.

2. I was comparing Ver 1.7 CADD Standards with the previous version that was on the Internet. One question that I have is in regard to a paragraph, which was in the previous version. Under Chapter 7 - Deliverables and Data Exchange pp. 49 had a paragraph on OWNERSHIP. This last version doesn't have it. Should we continue to use the statement on our A-E contracts or is it not necessary?

**Response:** The paragraph on Ownership (as well as Hard Copy) somehow got dropped by mistake in the development of Release 1.7. These sections will be reinstated in the final version of Release 1.7. The Ownership paragraphs read as follows:

#### Ownership

The Government's rights to ownership of the digital data and other deliverables developed by the A-E under the contract must be clearly defined in the technical contract provisions. The Government has a legal right to demand unrestricted ownership to all data, designs, and materials for which the Government has paid 100 percent of the development cost. If the Contractor has to develop data, designs, or materials above and beyond what the Government specifies and pays for 100 percent, then the Contractor owns the rights to that percentage.

A statement similar to the following should be included in each A-E contract:

*The Government, for itself and such others as it deems appropriate, will have unlimited rights under this contract to all information and materials developed under this contract and furnished to the Government and documentation thereof, reports and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright. Unlimited rights under this contract are rights to use, duplicate, or disclose data, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All digital files and data, and other products generated under this contract, shall become the property of the Government. By reference, the following DFAR clauses are included in this contract as a part of the requirements herein:*

*a. DFAR 252.227-7013, "Rights in Technical Data and Computer Software."*

*b. DFAR 252.227-7018, "Restrictive Markings on Technical Data."*

c. *DFAR 252.227-7019, "Identification of Restricted Rights Computer Software."*

d. *DFAR 252.227-7028, "Requirement for Technical Data Representation."*

e. *DFAR 252.227-7037, "Validation of Restrictive Markings on Technical Data."*